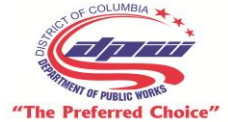


MuralsDC Authorization and Release Form



Email signed form to Nancee Lyons at nancee.lyons@dc.gov, fax to 202-671-0642, or mail to or DPW • 2000 14th St., NW • 6th Fl. • Washington DC 20009

This Murals DC Authorization and Release (“Agreement”) is made on _____ (“Effective Date”) between the DC Commission on the Arts and Humanities (“DCCA”) and the DC Department of Public Works (“DPW”) (together with DCCA, “we” or “us”) and the property owner listed below (“you”).

We created the Murals DC art project to replace illegal graffiti with artistic works, revitalize sites within the District of Columbia, and to teach young people the art of aerosol painting. We will provide young artists (“Artists”) with supplies and a legal means to practice their skill in a way that promotes respect for property and community awareness. Artists will paint and install works (each a “Mural”) that reflect the character, culture and history of the surrounding neighborhood.

For good and valuable consideration, the parties agree:

1. This Agreement begins on the Effective Date, and ends one year after the Effective Date (“Term”), except as provided in paragraph 4, below.
2. During the Term, you will: a) allow our personnel or their agents (collectively “Project Staff”) access, at a mutually-agreed time and date, to an external wall (“Wall”) of your business (“Business Address”), each specified below, to clean and prime the Wall for paint (“Preparation”); b) allow the Project Staff and Artists to paint or install the mural agreed to (owner may not ask the artist or other muralists to make any changes or revisions once the work has begun), at a mutually-agreed time and date, the Mural on the Wall (“Installation”); c) not be responsible for injuries to Project Staff or Artists during installation; d) allow Project Staff access to the Wall to apply anti-graffiti clear coat to protect the completed Mural from future damage (“Coating”); and, e) preserve and maintain the Mural. This means that you will not cover the mural with any substance or allow the mural to be covered with vegetation, and you will keep the mural in reasonably clean condition, but you are not required to do any cleaning that would harm the mural or the wall on which it is painted. After the Term, we encourage you to maintain the Mural.
3. During the Term, we will: a) provide all materials, a professional scaffolding crew (if necessary), Project Staff and Artists for Installation; b) use our best efforts to not interfere with your business during Installation or Coating; c) have no continuing obligation to repaint or repair the Wall after Installation; d) have a continuing right to photograph and reproduce images of the Mural in any media and for any purpose; e) warrant that we are self-insured with regard to its liability under District of Columbia law for negligent acts or omissions of its officers and employees and for physical loss to property for which the District of Columbia is legally liable.
4. You agree to release and hold harmless us, Project Staff, Artists, and the District of Columbia from all liability for any claims or damages related to the Preparation, Installation, or Coating done by us at the Business Address. This provision shall remain in effect beyond the expiration of the Term.

The parties, intending to be legally bound, sign this Agreement below.

Lionell Thomas, Executive Director
DC Commission on the Arts and the Humanities

William O. Howland, Jr., Director
DC Department of Public Works

MURAL SITE & OWNER INFORMATION

Site Owner Name (Print)

Signature

Business Address:

Mural Site Address:

Phone Number & Email

Site Dimensions (length/height/width - **must attach photo**)